

APPENDIX B

MEMORANDUM OF UNDERSTANDING
among the
U.S. FISH AND WILDLIFE SERVICE and the CALIFORNIA DEPARTMENT OF
FISH AND GAME
and
SAVE-THE-REDWOODS LEAGUE
Regarding Management of a
CONSERVATION EASEMENT FOR THE MIRACLE MILE COMPLEX

I. BACKGROUND

This Memorandum of Understanding ("MOU") sets forth those understandings and terms agreed to by the U.S. Fish and Wildlife Service ("USFWS") and the California Department of Fish and Game ("CDFG") (taken together, "the Trustees") and Save-the-Redwoods League ("SRL") (collectively, the "Parties"), regarding the management of a conservation easement interest (the "Conservation Easement") in certain real property located in Del Norte County, California, referred to herein as the "Miracle Mile Marbled Murrelet Complex" or the "Property". A description of the Property is attached to this MOU (Attachment 1 will be attached after a survey is completed).

The acquisition of the Conservation Easement (Attachment 2) and management of the Property in a manner that enhances and protects breeding habitat for Marbled Murrelets arises from the settlement of a claim for natural resource damages resulting from an oil spill from the Dredge Stuyvesant that occurred in marine waters near Eureka, California in September 1999 (the "Spill"). The Trustees have prepared a "Damage Assessment and Restoration Plan For the Stuyvesant/Humboldt Coast Oil Spill" ("DARP") that sets forth certain restoration alternatives intended to restore Marbled Murrelets and other resources injured as a result of the Spill. This MOU addresses one of the selected restoration alternatives for Marbled Murrelets.

Pursuant to a Consent Decree entered by the U.S. District Court for the Northern District of California in the matter captioned *United States of America and the State of California v. Bean Stuyvesant, LLC, et al.*, Civil Action No. C-03-5694, the parties responsible for the Spill ("Responsible Parties") are obligated to purchase the Conservation Easement on behalf of SRL from the owner of the Miracle Mile Marbled Murrelet Complex and to deposit funds into an account, to be held by SRL, to be used solely for the purposes set forth herein. The account, hereafter referred to as the Miracle Mile Fund Account, shall contain two separate subaccounts: (1) an administration fund subaccount (the "CE Administration Fund") to be funded in an amount sufficient for SRL to monitor compliance with the terms of the Conservation Easement and to enforce the Conservation Easement if necessary; and (2) a separate Marbled Murrelet monitoring fund subaccount (the "Murrelet Monitoring Fund") to defray the cost of monitoring the use of the Property by Marbled Murrelets. The Conservation Easement is intended to burden and run with the Property, in perpetuity. The funding provided by the Responsible Parties to acquire

the Conservation Easement, create the CE Administration Fund, and create the Murrelet Monitoring Fund is intended to compensate the public, in part, for injuries to Marbled Murrelets caused by the Spill. This funding does not constitute "federal financial assistance", nor a "federal award", as those terms are defined at 31 U.S.C. § 7501, nor is SRL a "recipient" as that term is defined in Office of Management and Budget Circular A-110.

II. PARTIES

The Trustees are the duly authorized federal and State natural resource trustees, under the Oil Pollution Act of 1990 and other federal and State laws, and act in that capacity in entering into this MOU. They are co-trustees for Marbled Murrelets and share an indivisible interest in the claim for the injury to it.

SRL is a 501(c)(3) nonprofit public benefit corporation whose mission is the acquisition and protection of redwood forests. Since 1918, SRL has been working with communities, businesses and individuals to protect more than 165,000 acres of redwood forests in the State of California.

III. PURPOSE AND OBJECTIVE

The Parties share a general interest and objective in managing, conserving and protecting fish and wildlife resources. Their shared specific objective under this MOU, is the protection of Marbled Murrelets, and Marbled Murrelet nesting habitat on the Property, so as to restore Marbled Murrelets injured by the Spill and contribute to the survival of this species.

The purpose of this MOU is to memorialize the Parties' joint intention and understanding with respect to: (a) the monitoring and enforcement of the Conservation Easement, (b) the monitoring of Marbled Murrelet occupancy within the Property, and (c) entry of the young forest "Buffer Areas" (as that term is defined in the Conservation Easement) to conduct forest thinning, brush removal, or other forest health activities consistent with the SRL Forest Restoration Plan (the title page of which is Attachment 3)

IV. AUTHORITY

The Parties enter into this MOU under the authority of the Oil Pollution Act of 1990 (OPA), 33 U.S.C. § 2701 *et seq.*; the Fish and Wildlife Coordination Act (48 Stat. 401, as amended), 16 U.S.C. § 661 *et seq.*, the Fish and Wildlife Act of 1956, as amended, 16 U.S.C. 742f(a). *et seq.*, the Endangered Species Act, 16 U.S.C. § 1531, *et seq.*, the Migratory Bird Conservation Act, 16 U.S.C. § 715 *et seq.*; the California Lempert-Keene-Seastrand Oil Spill Prevention and Response Act, California Government Code § 8670.1 *et seq.*; and any and all other applicable federal and State laws.

V. TERM

This MOU shall become effective as of the date on which the Responsible Parties deposit money into the Miracle Mile Fund Account and will remain in effect for so long as SRL shall hold the Conservation Easement interest in the Property or until terminated pursuant to Article XII.

VI. SPECIFIC OBLIGATIONS OF EACH PARTY

A. SRL shall:

1. Monitor and enforce the Conservation Easement's terms and conditions, and develop and submit to the Trustees annual (or such other time period as the Parties agree) reports for the Property that include a summary of Conservation Easement monitoring results and any enforcement actions taken;
2. Monitor Marbled Murrelet "occupancy" within the Property according to the Marbled Murrelet Monitoring Protocol, as it may be amended by mutual consent of the Parties, (Attachment 4 is the title page of the Protocol) for a period of twenty-two years, and submit to the Trustees periodic reports on the monitoring results;
3. For any year in which SRL elects to carry out any forest health activities in the Buffer Areas consistent with the SRL Forest Restoration Plan, SRL shall, prior to the beginning of the calendar year, describe the anticipated activities in reasonable detail in accordance with Paragraph 2(d) of the Conservation Easement and request the Trustees' concurrence with the plan;
4. Maintain the Miracle Mile Fund Account, comprising two separate segregated subaccounts, the CE Administration Fund and the Murrelet Monitoring Fund (each a "Fund Account"), within SRL's investment accounts. The CE Administration Fund shall be devoted solely to monitoring and enforcement of the Conservation Easement (including documentation of the baseline conditions on the Property) and the Murrelet Monitoring Fund shall be devoted solely to implementation of the Marbled Murrelet Monitoring Protocol. Both Fund Accounts may be used for reimbursement of SRL for activities it has performed for these purposes subsequent to January 1, 2006 and before the effective date of this MOU if such activities have been approved in writing and in advance by the Trustees. The exclusive management, accounting and reporting obligations associated with these two Fund Accounts shall consist of the

following:

(a) Third Party Custodian/Manager; Investments: SRL will provide to the Trustees for approval: (i) the name of any 3rd party custodian of the Fund Accounts; (ii) the name of any investment advisor managing Fund Account investments; and (iii) a description of the investment strategy for investment of funds in each of the Fund Accounts.

(b) Disbursements: SRL may make disbursements of principal, interest and earnings from the Fund Accounts only for the purposes described in this MOU.

(c) Accounting and Records: SRL shall maintain records related to investment performance of the Fund Accounts and disbursements from the Fund Accounts. Such records will include the following:

- (i) Investment Reports: The 3rd party custodian and/or investment manager for the Fund Accounts will prepare periodic and annual reports of activities in the Fund Accounts. SRL will provide copies of such reports to the Trustees.
- (ii) Billing, Rate and Expense Substantiation: SRL may charge direct and indirect costs of performance under this MOU against the Fund Accounts. For each fiscal year, the SRL will advise the Trustees of the applicable SRL labor, overhead and mileage rates chargeable by SRL under this MOU, and will provide the basis for such rate calculations on request. SRL staff time spent in performance of this MOU will be recorded by date, number of hours worked, and a brief description of the activities performed, to substantiate time billed against each Fund Account. SRL may contract with third parties for goods or services billable against the Fund Accounts. SRL records will include copies of 3rd party contracts and of invoices, receipts and payments submitted and made under such contracts. Expenditures for materials, equipment, travel and other out-of-pocket expenses will also be substantiated.

(d) Audits; Records Retention: SRL will keep and make records associated with this MOU available to the Trustees for a period of 3 years. SRL will engage independent auditors to conduct annual audits of SRL overall operations, including of the Fund Accounts, based on generally accepted accounting principles (GAAP). SRL will provide the Trustees with copies of all annual external audit reports.

5. Facilitate access by employees and agents of the Trustees to the Property in accordance with the terms of the Conservation Easement; and
6. Execute and record a Notice of MOU (Attachment 5) in the official records of Del Norte County, at the same time that SRL records the Conservation Easement.

B. The Trustees shall:

1. Review the annual or periodic Conservation Easement monitoring and enforcement reports submitted by SRL;
2. Review the periodic Marbled Murrelet Monitoring reports submitted by SRL;
3. Review SRL's descriptions of any forest health activities proposed for a given year and concur with them unless the Trustees reasonably find that the proposed activities conflict with the Conservation Values that are to be protected by the Conservation Easement (Trustees' failure to respond in writing to SRL's description of its planned forest health activities within forty-five (45) days shall be deemed concurrence); and
4. Review the financial information submitted by SRL in accordance with VI.A.4, above.

VII. TRUSTEE ENFORCEMENT AUTHORITY AND TRANSFER

A. Failure to Monitor and/or Enforce the Conservation Easement

Should the Trustees determine that SRL is failing to properly monitor and/or enforce the Conservation Easement, the Trustees shall give written notice to SRL, which notice shall specify in detail the deficiencies noted and the actions that must be taken to remedy the deficiencies.

1. SRL will have thirty (30) days to notify the Trustees whether it will agree to cure the deficiencies and/or take enforcement action within a specified reasonable time period ;
2. In the event SRL chooses not to cure the specified deficiencies, or chooses to cure the specified deficiencies and the Trustees subsequently determine that the cure is unsatisfactory, the Trustees may: (i) take enforcement action(s) in accordance with the terms of the Conservation Easement (the Trustees may not be reimbursed more than \$20,000 for the costs of their enforcement actions from the CE Administration Fund); or (ii) direct SRL to transfer its rights and interests to another tax-exempt nonprofit organization qualified under Section 501(c)(3) of the Internal Revenue Code in accordance with the terms of the Conservation Easement. With

regard to a failure on the part of SRL to properly monitor and/or enforce the Conservation Easement, these are the Trustees' sole and exclusive remedies against SRL.

B. Assignment of Rights Under the Deed of Conservation Easement.

Should SRL determine that, as a result of conflicts between SRL and the Trustees as to administration of the Conservation Easement, it is unable to effectively administer the Conservation Easement, SRL may transfer its rights and interests under the Deed of Conservation Easement in accordance with this MOU and the terms of the Conservation Easement.

1. In the event SRL decides to transfer its rights and interests under the Deed of Conservation Easement to another tax-exempt nonprofit organization, qualified under Section 501(c)(3) of the Internal Revenue Code and qualified to do business in California, and which has as its primary purpose the preservation, protection, or enhancement of land in its natural, scenic, historical, agricultural, forested, or open-space condition or use, SRL shall provide 90 days written notice to the Trustees of its decision and identify the nonprofit organization to which it intends to transfer its rights and interests (Transferee);
2. The transfer of SRL's rights and interests to a Transferee is subject to Trustee approval, which approval shall not be unreasonably withheld. The Trustees must approve the Transferee and the terms of the transfer prior to the transfer of rights and interests under the Deed of Conservation Easement.

C. Failure to Implement the Marbled Murrelet Monitoring Protocol

Should the Trustees determine that SRL is failing to properly implement the Marbled Murrelet Monitoring Protocol, the Trustees shall give written notice to SRL, which notice shall specify in detail the deficiencies noted and the actions that must be taken to remedy the deficiencies.

1. SRL will have thirty (30) days to notify the Trustees whether it will agree to cure the deficiencies within a specified reasonable time period;
2. In the event SRL chooses not to cure the specified deficiencies, or chooses to cure the specified deficiencies and the Trustees subsequently determine that the cure is unsatisfactory, the Trustees may require SRL to transfer implementation of the Marbled Murrelet Monitoring program to the Trustees or to an entity designated by the Trustees.

3. Should SRL determine that, as a result of conflicts between SRL and the Trustees as to implementation of the Marbled Murrelet Monitoring Protocol, it is unable to effectively implement the Marbled Murrelet Monitoring Protocol in accordance with this MOU, and the Trustees have not yet required transfer of the Marbled Murrelet Monitoring program as provided above, SRL may provide ninety (90) days written notice of termination of SRL's role in the Marbled Murrelet Monitoring program to the Trustees. Within that timeframe, the Trustees shall direct SRL to transfer implementation of the Marbled Murrelet Monitoring program to the Trustees or to an entity designated by the trustees.

D. Payments and Transfer of Funds

1. In the event the Trustees take enforcement action(s) in accordance with this MOU and the terms of the Conservation Easement, the Trustees may be reimbursed up to \$20,000 from the CE Administration Fund for the cumulative costs of such enforcement actions that are resolved in favor of the Trustees except in the event the Trustees receive only partial reimbursement of attorneys' fees in a judgment, the Trustees shall not be entitled to reimbursement of the remaining unpaid attorneys fees from the CE Administration Fund.
2. In the event SRL's rights, obligations, and interests under the Deed of Conservation are transferred, and this MOU is terminated, in accordance with Article XII., funds from the CE Administration Fund may be used by SRL to pay for any remaining SRL contractual obligations to third parties incurred in connection with the monitoring and enforcement of the Conservation Easement, including penalties for early termination. SRL shall transfer the balance remaining in the CE Administration Fund to the Transferee.
3. In the event SRL transfers its obligations regarding the Marbled Murrelet Monitoring program to the Trustees (or to the order of Trustees), or this MOU terminates in accordance with Article XII, the funds from the Marbled Murrelet Fund may be used by SRL to pay for any remaining SRL contractual obligations to third parties incurred in connection with murrelet monitoring, including penalties for early termination. SRL shall transfer the balance remaining in the Murrelet Monitoring Fund to the Trustees or to their order.

VIII. CONDEMNATION OR SALE OF SRL'S INTEREST

In the event that the easement or the Property is taken, in whole or in part, by the exercise of the power of eminent domain, acquired by purchase in lieu of condemnation, or sold for any other reason, the share of any amounts received that are allocated to SRL under the terms of the Conservation Easement, or which otherwise represent the value of SRL's

interest, shall be transferred to the Trustees.

IX. OTHER CLAIMS

By entering into this MOU, the USFWS and the CDFG assume no liability for injuries or damages to persons or property resulting from any acts or omissions of SRL or its directors, officers, employees, agents, successors, representatives, assigns, contractors, or consultants. The USFWS and the CDFG shall not be parties to or be held out as parties to any contract entered into by SRL or its directors, officers, employees, agents, successors, representatives, assigns, contractors, or consultants in carrying out activities pursuant to this MOU.

X. RESERVATION OF RIGHTS

Nothing in this MOU is intended to imply that any signatory is in any way abrogating or ceding any responsibility or authority inherent in its control.

XI. LIMITATIONS

Nothing in this MOU shall be construed as obligating the United States or the State, or their officers, agents or employees, to expend any funds in excess of appropriations authorized by law.

XII. TERMINATION

In the event SRL transfers its rights and interests under the Conservation Easement pursuant to Article VII A or VII B of this MOU and in accordance with the requirements of the Conservation Easement, this MOU shall terminate.

XIII. ATTACHMENTS

- Attachment 1. Miracle Mile Marbled Murrelet Complex Description
- Attachment 2. Conservation Easement
- Attachment 3. Title Page of Forest Restoration Plan
- Attachment 4. Title Page of Marbled Murrelet Monitoring Protocol
- Attachment 5. Notice of MOU

XIV. SIGNATORIES

Each undersigned representative of a signatory to this MOU certifies that he or she is fully authorized to enter into the terms and conditions of this MOU and to bind such signatory, its directors, officers, employees, agents, successors and assigns to this document.

FOR THE U.S. FISH AND WILDLIFE SERVICE

By: _____ Date: _____
Steve Thompson
Manager, California/Nevada Operations Office

FOR THE CALIFORNIA DEPARTMENT OF FISH AND GAME

By: _____ Date: _____
L. Ryan Broddrick
Director

FOR SAVE THE REDWOODS LEAGUE:

By: _____ Date: _____

Del Norte County: Green Diamond old-growth reserves (Miracle Mile)

Forest Restoration Plan

Introduction and Background

Restoration Objectives

The 650-acre project area contains 142-acres of old-growth forest ¹(*the core area*) surrounded by 508-acres of young second growth forest (*the buffer area*). The old-growth is arranged in three discrete stands² (Map #1), in which the threatened marbled murrelet (*Brachyramphus marmoratus*) was detected during protocol surveys conducted between 1991 and 1995 (Arcata Redwood Company Draft Marbled Murrelet Habitat Conservation Plan, 1996). According to this report, both auditory detections and signs of occupied behavior³ were recorded for all three stands. From 1996 – 1999, Green Diamond Resource Company continued the murrelet surveys and found the largest of the three stands to show signs of occupancy through 1999. The two smaller stands showed signs of murrelet occupancy through 1998. Murrelet surveys were discontinued by Green Diamond in the largest stand in 1999 and in the two smaller stands in 1998.

The principal, long-term restoration objective is to ensure the *buffer area* develops into a naturally functioning old forest with associated *old forest characteristics*, thereby linking together the three remaining old-growth stands. For northern coast redwood forests, *old forest characteristics* include but are not limited to: (a) a low density of large diameter trees widely spaced, (b) a relatively stable biophysical environment, (c) a diverse and continuous understory and (d) a complex canopy that supports mosses, lichens and other lesser known elements of biodiversity⁴. Achieving old forest characteristics given the best of circumstances is expected to take 100 – 150 years (Dagley and O'Hara 2003).

Reliable access for the purposes of restoration is in question because the old logging roads leading to the project area may be removed to protect aquatic habitat. Road removal could make achieving the principal objective difficult because restoration projects often utilize existing roads for access. To evaluate the potential ecological, operational and fiscal consequences of road removal, the Forest Restoration Plan evaluates the probability of meeting the following two interim restoration objectives (within 25-years) related to the restoration of *old forest characteristics*:

- Ameliorate or soften *edge effects* on the *core area* and,
- Protect and enhance the area's *ecological integrity* so that it functions as a resilient old-growth / old-forest reserve.

¹ Old-growth stands as referred to here consist of un-entered, contiguous stands as well as residual stands with at least four old-growth trees per acre.

² A "stand" is defined as – a contiguous group of similar plants (Helms 1998). A forest is a collection of stands.

³ "Occupied behaviors" are detections of murrelets circling above or below the canopy, flying into, out of, or through the canopy; perching, landing, or attempting to land on branches; or calling from a stationary position. They also include observation of a nest, chick or eggshell fragment.

⁴ See Dagley and O'Hara 2003, Giusti 2004 for a more comprehensive summary of old forest conditions.

ATTACHMENT 4

**METHODS FOR SURVEYING MARBLED MURRELETS IN FORESTS:
A REVISED PROTOCOL FOR LAND MANAGEMENT AND RESEARCH**

Compiled and edited by:

**Diane Evans Mack
William P. Ritchie
S. Kim Nelson
Elena Kuo-Harrison
Peter Harrison
Thomas E. Hamer**

For the
Pacific Seabird Group
Marbled Murrelet Technical Committee

6 January 2003

Pacific Seabird Group Technical Publication Number 2

Attachment 5

RECORDING REQUESTED BY:

Save-the-Redwoods League

WHEN RECORDED MAIL TO:

Office of the Field Solicitor
Department of the Interior
1111 Jackson Street, Suite 735
Oakland, California 94605

Space above this line reserved for Recorder's use

Notice Of Unrecorded Agreement
(Miracle Mile Marbled Murrelet Complex)

Save-the-Redwoods League (SRL), a non profit corporation, holds a conservation easement interest in a certain parcel of land located in Del Norte County, State of California, commonly known as the Miracle Mile Marbled Murrelet Complex and more particularly described in Attachment A (the "Property"). The Grantor of the conservation easement interest is Green Diamond Resource Company (Green Diamond), a Washington corporation, which is the sole owner in fee simple of the Property.

Notice is hereby given that SRL acquired the conservation easement interest in the Property pursuant to a settlement of a claim for natural resource damages in the matter captioned *United States of America and the State of California v Bean Stuyvesant, LLC, et al.*, Civil Action No. C-03-5694, U.S. District Court for the Northern District of California, and that said conservation easement interest is subject to a Memorandum of Understanding among the United States Fish and Wildlife Service (USFWS), the California Department of Fish and Game (CDFG), and SRL Regarding Management of a Conservation Easement for the Miracle Mile Complex dated _____ (the "Agreement").

The purpose of the Agreement was and is to govern SRL's management of the Property, consistent with the terms of its conservation easement interest, so as to enhance and protect habitat on the Property to help restore a species of birds, Marbled Murrelets, that were injured by the September 1999 Dredge Stuyvesant oil spill, and in accordance with a document titled Damage Assessment and Restoration Plan for the Stuyvesant/Humboldt Coast Oil Spill ("Restoration Plan"). A copy of the Restoration Plan is kept at the USFWS Sacramento Field Office located at 2800 Cottage Way, Suite W2605, Sacramento California.

Pursuant to the Agreement, SRL agrees that its conservation easement interest in the Property may only be transferred to another entity approved by USFWS and CDFG. If SRL sells or encumbers its interest in the Property in violation of this obligation or the purposes of the Agreement, the proceeds of such sale or encumbrance will be used to pay the USFWS and CDFG the percentage of the fair market value of the conservation easement interest in the property attributable to the amount paid by the defendants to purchase the conservation easement pursuant to the above-referenced settlement.

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Attachment 5

In witness whereof, Save-the-Redwoods League has set its hand and seal this day of , 2006.

Save-the-Redwoods League

By:
Its:

State of California)
County of)

On _____, before me, _____,
personally appeared _____, personally known to me or proved to me on the basis of
satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and
acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by
his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted,
executed the instrument.

Witness my hand and official seal.

Notary Public

Attention Notary: The information requested below is optional, but could prevent fraudulent attachment of this
certificate to unauthorized documents.

Signer purports to represent:
Save-the-Redwoods League

Capacity Claimed by Signer:

Certificate must be attached to document described below:

Title or Type of Document:
Notice of Unrecorded Agreement
(Miracle Mile Marbled Murrelet Complex Property)

Date Signed: _____
of pages: _____

Attachment 5

Green Diamond Resource Company's signature, below, is only to confirm its review of this Notice and the unrecorded Memorandum of Understanding (MOU), that it is affixed with the understanding that it has no liability or obligations under the Notice or the MOU, and that nothing in the Notice or the MOU modifies the rights or obligations of Green Diamond under the Conservation Easement and, if there is any conflict between the terms of the Conservation Easement and the terms of the Notice or the MOU, then the terms of the Conservation Easement will prevail.

In witness whereof, Green Diamond Resource Company has set its hand and seal this day of , 2006.

Green Diamond Resource Company

By:
Its:

State of California) County of _____)	
On _____, before me, _____, personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.	
Witness my hand and official seal.	
_____ Notary Public	
Attention Notary: The information requested below is optional, but could prevent fraudulent attachment of this certificate to unauthorized documents.	
Signer purports to represent: Green Diamond Resource Company	<u>Certificate must be attached to document described below:</u>
Capacity Claimed by Signer:	Title or Type of Document: Notice of Unrecorded Agreement (Miracle Mile Marbled Murrelet Complex Property)
	Date Signed: _____ # of pages: _____

Attachment 5

In witness whereof, the California Department of Fish and Game has set its hand and seal this day of , 2006.

State of California
California Department of Fish and Game

By: _____
Its: _____

State of California)
County of _____)

On _____, before me, _____, personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

Witness my hand and official seal.

Notary Public

Attention Notary: The information requested below is optional, but could prevent fraudulent attachment of this certificate to unauthorized documents.

Signer purports to represent:
California Department of Fish and Game

Capacity Claimed by Signer:

Certificate must be attached to document described below:

Title or Type of Document:
Notice of Unrecorded Agreement
(Miracle Mile Marbled Murrelet Complex Property)

Date Signed: _____
of pages: _____

Attachment 5

In witness whereof, United States Fish and Wildlife Service has set its hand and seal this day of , 2006.

Department of the Interior
United States Fish and Wildlife Service

By: _____
Its: _____

State of California }
County of _____ }

On _____, before me, _____,
personally appeared _____, personally known to me or proved to me on the basis of
satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and
acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by
his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted,
executed the instrument.

Witness my hand and official seal.

Notary Public

Attention Notary: The information requested below is optional, but could prevent fraudulent attachment of this
certificate to unauthorized documents.

Signer purports to represent:
Department of the Interior
United States Fish and Wildlife Service

Capacity Claimed by Signer:

Certificate must be attached to document described below:

Title or Type of Document:
Notice of Unrecorded Agreement
(Miracle Mile Marbled Murrelet Complex Property)

Date Signed: _____
of pages: _____